

# **RFP FOR APPOINTMENT OF CHARTERED ACCOUNTANCY FIRM FOR AUDITING, ATTESTING AND RELATED SERVICES**

**RFP NO: SO/VII/2022-23/106/892**

**DATED: 27-12-2022**

**Contact person:**  
**(During office hours 10.00 AM to 6.00 PM (Mon-Fri))**

The Chief Administrative Officer

Startup Odisha

2<sup>nd</sup> Floor, Tower 'A', Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, near Infocity, Bhubaneswar 751024.

**Email:** startup.odisha@gov.in

**The bid document, further amendments can be downloaded from the STARTUP ODISHA website [www.startupodisha.gov.in](http://www.startupodisha.gov.in) and has to submit the bid on offline mode as physical copy only to Startup Odisha, 2<sup>nd</sup> Floor, Tower 'A', Odisha Startup Incubation Centre, Special Economic Zone, Chandaka Industrial Estate, near Infocity, Bhubaneswar 751 024, Odisha before last date i.e. 18<sup>th</sup> January 2023.**

Sr. No.	BID-DATA SHEET	
1.	RFP Number	SO/VII/2022-23/106/892
2.	Bid validity	120 days
3.	Issue of Tender Forms	Tender Documents / Forms can be Downloaded from the STARTUP ODISHA website <a href="http://www.startupodisha.gov.in">www.startupodisha.gov.in</a>
4.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.
5.	Address for submission of bid documents	<b>Startup Odisha, 2<sup>nd</sup> Floor, Tower 'A', Odisha Startup Incubation Centre, Special Economic Zone, Chandaka Industrial Estate, near Infocity, Bhubaneswar 751 024</b>

## IMPORTANT DATES

Sl. No	Milestone	Date and Time
1	Release of Tender	27-12-2022
2	Pre-Bid Meeting	04-01-2023
3	Publication of Clarifications/Corrigendum	09-01-2023
4	Last Date & Time for submission of Proposal	18-01-2023, 10.00 AM
5	Date & Time for Technical Presentation	18-01-2023, 11.30 AM
6	Date and Time for Financial Bid Opening	18-01-2023 4.00 PM

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## **Introduction**

STARTUP ODISHA, a company registered by MS&ME Department (Govt. of Odisha) for implementation of Odisha Startup and Innovation Policy as well as developing an innovation ecosystem in the state, invites sealed quotations on behalf of EXECUTIVE CHAIRMAN, STARTUP ODISHA Centre consisting of two-bid tender (Technical and Commercial) from eligible Service provider/firm/agencies for **Hiring of Chartered Accountant Services for Accountancy Firm for Auditing, Attesting and Related Services.**

Bidder is expected to examine all instructions, forms, terms & conditions, and specification in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and commercial bid in prescribed format without any deviation.

## **Chapter -1**

### **GENERAL INSTRUCTION FOR BIDDER**

- 1.1 Eligibility Criteria:** STARTUP ODISHA has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet all criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.
- 1.2 Contract Period:** The Contract will initially be awarded for the period of one financial year (2022 - 23). However, the contract may be extended up to maximum further two financial years, one year at a time (on requirement basis for any particular periods) based on the mutual consent of contracting contractor and STARTUP ODISHA Centre on same terms and condition of the original Contract/ signing of agreement, if the performance/services is found satisfactory in the discretion of STARTUP ODISHA, Bhubaneswar. The Centre reserves the right to curtail or extend the validity of Contract.
- 1.3 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 120 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, STARTUP ODISHA may ask for extension of the period of validity and such a request shall be binding on Bidders. STARTUP ODISHA's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.
- 1.4 Submission of Bid:** The bids have been invited under two bid system i.e., Technical Bid and Financial Bid. The interested Bidders are advised to ready two separate sealed envelopes technical and commercial and both sealed envelopes should be kept in a third envelope of bigger size in the following manner:
  - 1.4.1 Sealed Envelop No. 1:** Shall contain all the information and documents in the same serial order as shown in the Annexure-T-I to T-IX (Pre-qualification criteria). The complete document should be numbered chronologically. On the top of envelope must be superscribed "Technical Bid". **Shall also contain the bid EMD Self-Declaration.**
  - 1.4.2 Sealed Envelop No.2:** Shall contain the rates/prices of the Services duly filled in Chapter 5 at Annexure F-I and signed and stamped. On the top of envelope must be superscribed "Commercial bid".
  - 1.4.3 Envelope No.3 (Bigger Size):** Both the sealed envelopes (Technical Bid + Commercial bid) should be kept in a third envelope of bigger size duly sealed and superscribed "**BID FOR HIRING OF CHARTERED ACCOUNTANCY FIRM FOR AUDITING, ATTESTING AND RELATED SERVICES**" and submit to the EXECUTIVE CHAIRMAN, STARTUP ODISHA, INFOCITY, BHUBANESWAR- 751024, ODISHA on or before **18.01.2023.**
  - 1.4.4** Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
  - 1.4.5** Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/Contractor and shall not be evaluated.

- 1.4.6 The bid shall be written in English only.
- 1.4.7 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Commercial bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.
- 1.4.8 Duly filled Tender for qualification shall be submitted in proper format and incomplete offers shall be liable for rejection. Copy of each required documents should be submitted with technical bid for assessment.
- 1.4.9 Bids of those Bidder/Contractors who have submitted all information, statistical details as required in the bid documents. If the employer desires any clarification/ verification for any ambiguity or difference found in the documents/statistical details submitted by the Bidder/Contractor the same shall be furnished within stipulated time otherwise further processing will be carried out in absence of above and the Bidder/Contractors shall be liable for any consequence.

**1.5 Earnest Money Deposit (EMD):** Vide notification No. 8484/F, Dated 05/04/2022, FIN-COD-MISC-0007-2019 issued by Finance Department, Government of Odisha, there is no provision regarding "EMD". However, for the same a self-declaration shall have to be filed by the bidder as provided in **Annexure – X**.

**1.6 Performance Security Deposit:** The successful Bidder/Contractor shall have to deposit a Performance Security Deposit of the (3%) of the total amount of work order immediately of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "STARTUP ODISHA Centre" Payable at Bhubaneswar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations of the service provider under the agreement to be executed by and between STARTUP ODISHA Centre and the service provider. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes. Bid security (EMD) shall be refunded to the successful Bidder/Contractor on receipt of performance security. The performance security will be renewed, if the contract is extended.

**1.7 Pre Bid Meeting:** The bidder must participate in the scheduled pre-bid meeting and site visit. The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarification and inputs are to be preferably send in advance before the schedule date of pre-bid meeting. The pre-bid meeting will be held on **04.01.2023** through virtual mode. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidder/Contractor/ can end their queries to [startup.odisha@gov.in](mailto:startup.odisha@gov.in).

The pre-bid meeting amendments /corrigendum related to tender can download from the STARTUP ODISHA website([www.startupodisha.gov.in](http://www.startupodisha.gov.in)).

**1.8 Contract Execution:** The contractor is required to sign the agreement and furnish performance bank guarantee immediately from the date of receipt of LOI/Work order. In case of default of any condition STARTUP ODISHA reserves the right to cancel the contract and apply all remedies as per the terms & conditions of contract.

**1.9 Termination of the Contract:** STARTUP ODISHA, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected service provider with or without assigning any reasons. Where a contract terminated by STARTUP ODISHA on account of the committed by the Contractor, it shall have the right to award the contract to any other contractor at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by STARTUP ODISHA from his Security deposit or pending bill or by raising a separate claim.

**1.10 Terms of Payment:**

- 1.10.1 Payment to the contractor will be made after completion of all contractual obligations of the service provider under the agreement to be executed by and between STARTUP ODISHA Centre and the service provider on presentation of bills and work completion certificate(s) from the authorized representative  
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of the STARTUP ODISHA Centre. In case of any discrepancy in service bill payment will be withheld till resolution of all issues. No advance payment will be made.

- 1.10.2 The GST payment shall be admissible extra as applicable.
- 1.10.3 Taxes as per income tax Act/rules will be deducted at applicable rates from all payments made by STARTUP ODISHA Centre.
- 1.10.4 Deductions shall also be made from contractor's bills during implementation of the contract that may become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes.
- 1.10.5 The Centre will deduct income tax at source under section 194-J of income tax Act from the tenderer at the prevailing rates of such sum as income tax on the income comprised therein.
- 1.10.6 No claim for interest will be entertained by the Centre in respect of any payment/deposit which will be held with the Centre due to dispute between the Centre & contractor or due to admin delay for the reasons beyond the control of the Centre.

**1.11 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, STARTUP ODISHA Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to all the bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents. The Contractor shall make available to the company copies of all maintenance schedules. If any amendments to the schedules shall be brought to the notice of the designated representative of company, in writing prior to their incorporation.

**1.12 Enforcement of Terms:** The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

**1.13 STARTUP ODISHA Right to reject any/or all bids:** The competent Authority of STARTUP ODISHA reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the STARTUP ODISHA/ in any way concerning scrutiny / consideration / evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

**1.14 Resolution of Disputes:**

- 1.14.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts.
- 1.14.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 1.14.3 The place of the arbitration shall be Bhubaneswar, Odisha. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.14.4 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

**1.15 Price Bid:** The bidders will have to quote the price as per the format provided in the chapter – 5 at Annexure-F-I and the L-1 firm will be awarded the work. The L1 firm shall be decided on the basis of the lowest grand total rate offered (exclusive of GST, which shall be paid on actual as applicable). The Commercial bid of only those bidder will be opened whose bids have been found eligible as per the criteria mentioned in the *Tender for hiring of Chartered Accountant services, Startup Odisha*

technical bid Annexure-T-I. The Commercial bid opening date and time will be given through phone and / or registered e-mail id. All eligibility conditions have to be satisfied on the respective dates in such conditions and not on a later date. The commercial bid shall be opened on the scheduled time and date in the presence of the representatives of the firm, if any, who with to be present on the spot at that time.

**1.16 Relaxation of Terms and Conditions:** The EXECUTIVE CHAIRMAN, STARTUP ODISHA is empowered to relax any term or condition mentioned herein.

**1.17 Agreement:** The contractor will have to enter into a written Agreement with this Centre immediately of intimation of acceptance of Order/LOI.

**1.18 Compensation clause:**

1.18.1 In case any of personnel deployed under the contract is (are absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty of Rs.1,500/- for each absence on that particular day will be levied by STARTUP ODISHA.

1.18.2 In case any complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1,500/- for each such incident shall be levied.

1.18.3 In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, STARTUP ODISHA reserves the right to impose the penalty as detailed below: -

**10% of cost of order/agreement per week, up to four weeks of delay**

A. After a delay of four weeks, STARTUP ODISHA reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s). The defaulting contractor shall be blacklisted for a period of 3 years and his earnest money/security deposit may also be forfeited, if so warranted.

B. In case of breach of any terms and conditions attached to this contract, a penalty of Rs.1,500/- for each such incident shall be levied.

**1.19 Bid Evaluation Criteria & Award Criteria:**

1.19.1 After the opening of the technical bid, the same will be evaluated by a committee. In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, Annexure-T-I, the Commercial bid of such qualified bidders will be opened on a specified date and time by the committee.

1.19.2 Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

1.19.3 The date and time of opening of Commercial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the Commercial bid. The bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.

1.19.4 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.

1.19.5 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of STARTUP ODISHA shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of STARTUP ODISHA shall be final.

**1.20 Bid Evaluation Parameters**

Sl. No.	Evaluation Criteria	Maximum Marks
1	Number of Partners (Partners should necessarily be a member of ICAI) 4 Marks for up to 5 partners, 1 each for each additional partner	10
2	Have adequate staff to undertake audit work at Bhubaneswar. The staff	15



	includes Articles, Audit Clerks, semi qualified professionals and qualified professionals. The marking shall be Upto 5 staff (3 marks) More than 5 staff - Article/Audit Clerk (1 Mark) - Semi-qualified staff (2 Marks) - Qualified Staff (3 Marks)	
3	No. of assignments in Grant environment in preceding 5 years. 5 Marks upto 5 assignments, 1 mark each for additional assignments	10
4	No. of internal/statutory audit undertaken during last 7 years of corporate entities or PSU (whose annual turnover is more than ₹100 Crores in the year of audit) (4 Marks for each assignment, maximum 10 assignments)	40
5	No. of years of firm in existence (to be counted from the year from which one of the existing partners is with the firm) (5 Marks for 10 years, 1 mark each for each additional year)	10
6	Turnover for the last three years of the Firm/LLP More than ₹50 Lacs – 5 marks for each year.	15
	<b>TOTAL MARKS (S<sub>T</sub>)</b>	<b>100</b>

The minimum qualifying mark is 70% on technical evaluation.

The formula for determining the financial scores is as below:

$S_F = 100 \times F_M/F$  where  $S_F$  is the financial score,  $F_M$  is the lowest price quoted by any bidder and  $F$  is the price quoted by the firm.

The weights given to the Technical & Financial proposal are:

$T = 0.5$  &  $F=0.5$

Total of all scores =  $S_T \times 0.5 + S_F \times 0.5$

**1.21 Disclaimer:** The near relatives of employees of the STARTUP ODISHA are prohibited from participation in this tender. The near relatives for this purpose are defined as:

1.21.1 Member of STARTUP ODISHA

1.21.2 Their husband or wife.

1.21.3 The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

Authorized Signatory (signature in full) : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**CONDITIONS OF CONTRACT**

- 2.1 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 2.2 Any person who is in Govt. service or an employee of this Centre should not be made partner to the contract by the tenderer directly or indirectly in any manner whatsoever.
- 2.3 The tenderer shall indemnify the Centre against all other damages/charges and expenses for which this Centre may be held liable or pay on account of the negligence of the tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Board shall not be responsible financially or otherwise for any injury to the worker or person deployed by the tenderer during the course of performing duties.
- 2.4 During the period of contract, the rates will be revised with the revision of any taxes by the Government of India.
- 2.5 STARTUP ODISHA will be under no legal obligation to provide employment to any of the personnel of the tenderer during/expiry of agreement period and the STARTUP ODISHA recognizes no employer-employee relation between the STARTUP ODISHA and the personnel deployed by the tenderer/agency.
- 2.6 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 2.7 The EXECUTIVE CHAIRMAN, STARTUP ODISHA reserves the right to relax any term or condition mentioned herein.
- 2.8 The Contracting Agency shall render the services as mentioned in the scope of work.
- 2.9 The working hours will be as under: From 10.00 AM to 6.00 PM from Monday to Friday. Second and Fourth Saturday and Sunday are holiday on account of being weekend days. They may also be called on Saturdays/Sundays/Gazettes holidays as and when required.
- 2.10 The personnel deployed shall be healthy, active. Nobody shall have any communicable diseases.
- 2.11 The CA firm shall bear all expenses regarding compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations. Payment to the firm shall be made on basis on submission of bill by the firm and on rendering satisfactory service by the firm.
- 2.12 In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm.
- 2.13 That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of Accounts or the office in charge of Accounts at STARTUP ODISHA at least once a month to get a feedback on the services rendered by the Contractor vis-a-vis corrective action required to make the services more efficient.
- 2.14 In the event of person deputed by CA firm being on leave/absent, the CA firm shall ensure suitable alternative arrangement to make up for such absence.
- 2.15 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

Note: These terms and conditions mentioned at Chapter- 1 & 2 are part of the Contract/Agreement as indicated in the Agreement between STARTUP ODISHA and the outsourced Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**SCOPE OF WORK/CONTRACT**

- 3.1** Startup Odisha, Bhubaneswar, invites proposals from well-established reputed Chartered Accountancy Firms (Hereinafter called 'Firm' / 'Contractor') having relevant experience for hiring chartered accountancy firm for auditing, attesting and related services at STARTUP ODISHA Centre, Bhubaneswar. The scope of work is as following: -
- 3.1.1** Evaluation of submissions made by recognized startups towards grants and assistance provided by Startup Odisha.
  - 3.1.2** Evaluation of Utilization Certificates issued by auditors of Startups as per the requirements of the grant applications.
  - 3.1.3** Assistance for Net Asset Value accounting to be done for investment assets under management (Fund-of-Funds accounting)
  - 3.1.4** Assistance for IDCW Calculations (for Fund-of-Funds accounting)
  - 3.1.5** Assistance for re-appropriation and re-allocation of budgets based on receivables (rental income, revenue, and interests)
  - 3.1.6** CA firm shall be responsible for ensuring accuracy of all - account books, files, bank reconciliation statements, stock register, assets register (consumable and non-consumable), entries in various relevant software and all the financial transactions on weekly basis.
  - 3.1.7** CA firm shall be responsible for ensuring all compliances of various tax laws
- 3.2** STARTUP ODISHA is located at Bhubaneswar. STARTUP ODISHA will not provide Transport or accommodation to the employees of CA Firm in any condition. If the contractor refuses/denies the assignment, after award of work, all the required actions will be taken by STARTUP ODISHA to safeguard its interest.
- 3.3** It shall be the responsibility of the bidders to be fully informed/ acquainted / familiarized with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract.
- 3.4** This contract provides that the ACA/FCA shall visit STARTUP ODISHA at least twice a month. The ACA/FCA shall resolve all relevant issues pertaining to the transactions for that month to the satisfaction of STARTUP ODISHA authorities. It must be noted that in case the resolution is not found satisfactory, the ACA/FCA shall pay as many additional visits as required for satisfactory resolution of such issues. It is further informed that in case of a deviation, adequate penalty shall be levied on firm out of contract value.
- 3.5** STARTUP ODISHA may have certain documents which are required to be signed by the ACA/FCA immediately on demand like Utilization certificates in case of Project Grants, hence the Contractor / Firm must make enough arrangements that there is no delay in such cases.
- 3.6** The Contractor / Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The Contractor / Firm shall indemnify STARTUP ODISHA from any claims in this regard.
- 3.7** The Responsibility of correctness and accuracy of Accounting Records will lie with the Contractor / Firm.
- 3.8** A reasonable penalty may be imposed on the Contractor / Firm by STARTUP ODISHA as decided, if it is found that the Contractor / Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the Contractor / Firm after giving a written notice.
- 3.9** Contractor / Firm will maintain high standards of integrity and professional ethics and morality while handling the work of STARTUP ODISHA and dealing with STARTUP ODISHA and its officials. If it is found that this condition of confidentiality is compromised by the Contractor / Firm, then STARTUP ODISHA will be at liberty to take further steps (e.g., requesting ICAI for cancellation of license) against the Contractor /Firm.
- 3.10** The accounting records and information related to STARTUP ODISHA shall be handled by the Contractor / Firm in a confidential manner and must not be shared with any outsider.
- 3.11** Notwithstanding anything contained herein above, STARTUP ODISHA reserves the right to discontinue the services of the Contractor / Firm in the event their services are evaluated as unsatisfactory at any time during the period.
- 3.12** Any losses sustained by STARTUP ODISHA due to negligence of Contractor / Firm's services in the form of

any loss / damage of property (including those attributable to individual employees/ manpower engaged by the Contractor / Firm) will be recoverable from the Contractor / Firm, as the money value shall be estimated by STARTUP ODISHA. The decision of STARTUP ODISHA in this regard will be final and binding on the Contractor / Firm.

- 3.13** The Contractor / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- 3.14** Any action on part of contractor to influence any Officer of STARTUP ODISHA canvassing in any form shall make the tender document liable for rejection.
- 3.15 Jurisdiction:** The court(s) at Bhubaneswar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender document / contract. It is specifically agreed that no court outside and other than Bhubaneswar court shall have jurisdiction in the matter.
- 3.16** Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**Technical Bid- Pre-qualification Criteria – Envelope – 1****Annexure T-I****Checklist for Technical Bid**

Pl. Mention Page Numbers

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The Chartered Accountant firm must be registered with the Institute of Chartered Accountants of India (ICAI)	Copy of CA registration Certificate		
02.	The Chartered Accountant firm should have been empaneled with the comptroller and Auditor General of India (C&AG)	Attested copy of empanelment with C&AG with period of empanelment		
03.	The bidder should be satisfactorily provided similar services of Auditing and Accounting at Government clients/ Autonomous Bodies/ universities/ Deemed universities to be universities Public sector etc. in India for not less than five years before 31.03.2020.	Copies of appointment letters / List of clientele verified by statutory auditor		
04.	The bidder have a minimum average turnover of Rs. 15 lakhs each in last three years exclusively from providing similar services. For this purpose last financial year would be considered as ended on 31.03.2020 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.		
05.	Bidder should be registered with Income Tax and Goods & Service Tax department (if applicable)	I. Attested copy of PAN Card II. Attested copy of GST registration certificate		
06	The bidder should have a registered Office for similar services at Bhubaneswar	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI).		
07.	Self-Declaration for EMD/Bid Security	Attached with technical bid.		

<b>08.</b>	Annexure-T-II [On the letterhead of the Bidder]	Bidder's Details		
<b>09.</b>	Annexure-T-III [On the letterhead of the Bidder]	Bank details		
<b>10.</b>	Annexure-T-IV [On the letterhead of the Bidder]	Bid form		
<b>11.</b>	Annexure-T- V [On the letterhead of the Bidder]	Declaration		
<b>12.</b>	Annexure-T-VI [On the letterhead of the Bidder]	Declaration regarding blacklisting/ non blacklisting		
<b>13.</b>	Annexure-T-VII [On the letterhead of the Bidder]	Financial capability of bidder		
<b>14.</b>	Annexure – T-VIII [On the letterhead of the Bidder]	Details of works of similar type executed by the bidder		
<b>13.</b>	Annexure-T- IX [On the letterhead of the Bidder]	Certificate for the site inspection/visit		

- Please use separate sheet for providing complete information.
- While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexure. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.
- The bidder is required to enclose self-attested photocopies of the require above documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

[On the original letterhead of the Bidder]

**Bidder's Details**

**Annexure T-II**

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
Particular Details of the Bidder/ Representative'		
7.	Name of the Contact Person:  Designation:  Phone No:  Mobile No:  E-Mail ID:	

**UNDERTAKING**

I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

Authorized Signatory (signature in full):\_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_

Company Rubber Stamp:\_\_\_\_\_

[On the original letterhead of the Bidder]

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/ UNSUCCESSFUL BIDDER**RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Sl. No	Particulars	Attached (Y/N)
1.	Name of the Bidder	
2.	Permanent Account No. (PAN)	
3.	Particulars of Bank Account	
	<b>a)</b> Name of Bank	
	<b>b)</b> Name of Branch	
	<b>c)</b> Branch code	
	<b>d)</b> IFSC Code	
	<b>e)</b> Account No.	
	<b>f)</b> 9-digit MICR code appearing on the cheque book	
	<b>g)</b> Type of account	
	<b>h)</b> Address	
	<b>i)</b> City Name	
	<b>j)</b> Telephone No.	
4.	Email id of the Bidder	

Note:- Please attach original cancelled cheque along with the RTGS/ National Electronic Fund Transfer (NEFT) Mandate Form

Date : \_\_\_\_\_

Authorized Signatory (signature in full) : \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_



To  
The Executive Chairman  
Startup Odisha

2<sup>nd</sup> Floor, Tower 'A', Odisha Startup Incubation Centre  
Special Economic Zone, Chandaka Industrial Estate,  
Bhubaneswar - 751024

Sub: Tender for Hiring Chartered Accountancy Firm For Auditing, Attesting and Related Services for STARTUP ODISHA.

Dear Sir,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the RFP (Ref. No. SO/VII/2022-23/106/892, Dated 27-12-2022), do hereby propose to execute the job as per specification/scope of work as set forth in your bid documents.

The prices of all items/services stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices/rates and other terms & conditions of this proposal are valid for a period of 60 (sixty) days only from the date of opening of bid. We further declare that prices/rates stated in our proposal are in accordance with your bidding.

We declare that items/services shall be executed strictly in accordance with the specifications/scope of work and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide items/services as specified in tender document. We fully understand that the procurement/services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 10% of the Order value/tender value as stipulated in Commercial bid/tender document immediately of the receipt of order/ alloy.

We agree that STARTUP ODISHA reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/Contractor without any explanation to Bidder/Contractor and his decision on the subject will be final and binding on Bidder/Contractor.

Dated, this .....day of .....2022/2023.

Thanking you, we remain,

Authorized Signatory (signature in full) : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Company Rubber Stamp : \_\_\_\_\_

[On the original letterhead of the Bidder]

Date : \_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ Resident of \_\_\_\_\_ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in it's totally / Entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Date: \_\_\_\_\_

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s .....hereby declare that the firm/ company namely M/S. .... has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S..... Was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of .....years w.e.f..... The period over on ..... and now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled STARTUP ODISHA. In addition to the above STARTUP ODISHA will not be responsible to pay the bills for any completed/ partially completed work.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

Date: \_\_\_\_\_

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

FINANCIAL CAPABILITY OF BIDDER/CONTRACTOR

[On the letterhead of the Bidder/Contractor]

**Annual turnover details of the Bidder/Contractor from [insert relevant details]**

#	Financial Year	Turnover in Indian Rupees
A	2018 – 19	
B	2019 – 20	
C	2020-21	

**[Extra rows may be added, if required]**

\*Audited Balance sheet and Profit & Loss account statement of the Bidder/Contractor for each of the above-financial years shall submit as supporting evidence.

Date:\_\_\_\_\_

Authorized Signatory (signature in full):\_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_

Company Rubber Stamp:\_\_\_\_\_

## Details of works of similar type executed by the Bidder/Contractor

Sl. No	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Dates of		Page No
						Start	Completion	

1. Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to be rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

[On the letterhead of the Bidder]

**CERTIFICATE FOR THE SITE INSPECTION**

I/We (M/s. \_\_\_\_\_) have certified that we have visited the site on \_\_\_\_\_ and assessed the nature and amount of work involved before submitting our offer.

We will be able to complete the works within the stipulated time and also that we will be able to execute the work suit to the site conditions.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

\*NOTE: The bidder must do site inspection before pre bid meeting.

## **Chapter -5 - Commercial Proposal/Bid**

**Annexure- F-I**

**(To be kept in a separate Envelope sealed properly while sending the proposal)**

To  
The Executive Chairman  
Startup Odisha

2<sup>nd</sup> Floor, Tower 'A', Odisha Startup Incubation Centre  
Special Economic Zone, Chandaka Industrial Estate,  
Bhubaneswar - 751024

**Subject: Hiring of Chartered Accountancy Firm for Auditing, Attesting and Related Services as per scope of work for STARTUP ODISHA**

**Table for Quoting Fee for the Assignment in terms of the Tender.**

Particular	Annual (yearly) services Price (all inclusive) shall be quoted in (Rs)	
	In figure	In words
All Inclusive Lump Sum Yearly Fees for the entire scope of work covered under the terms of the tender.		

**Please Note:**

- I The above quoted Lump Sum fee shall be inclusive of all expenses /charges except Good Service Tax (GST).**
- II In case of any discrepancy in Fee between figures and the amount mentioned in Words, the Fee mentioned in Words Shall be taken into cognizance.**

**We undertake that the rates quoted above by us will not change during the Contract period and accept the payment schedule as described in the appropriate column.**

Signature .....

Full Name .....

Designation /Firm Name .....

Mobile No.....

E-Mail.....

Seal:

Date:

Place:

**FORM OF CONTRACT AGREEMENT**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 20.... BETWEEN, STARTUP ODISHA (Hereinafter called STARTUP ODISHA") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at Chandaka Industrial Estate, Infocity, Bhubaneswar, Odisha 751024 on the ONE PART: and

\* Shri \_\_\_\_\_ S/D/o \_\_\_\_\_ resident of \_\_\_\_\_ the sole proprietor of M/s \_\_\_\_\_ having office at the following address \_\_\_\_\_

\* M/s. \_\_\_\_\_ the partnership firm having an administrative/principal office at \_\_\_\_\_ represented by its Managing/duly authorized partner.

\* M/s. \_\_\_\_\_ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address \_\_\_\_\_, duly represented at \_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Bidder) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ STARTUP ODISHA is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the STARTUP ODISHA on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting Tender Ref. No. SO/VII/2022-23/106/892
  - b) All terms & conditions of the Tender, Letter of Acceptance, Purchase/Work order No. \_\_\_\_\_ & to the tenderer, Amendment's, Corrigendum's, if any, leading to and prior to acceptance letter.
  - c) Schedules consisting of Technical Scope of Work, Special Conditions, all terms of the tender if any, etc.
  - d) Schedule of quantities including Prices and tendered amount known as Price - Bid.



**[Note : \* Strike off whichever is not applicable ]**

3. In consideration of the payments to be made by the STARTUP ODISHA to the tenderer, the tenderer hereby covenants and agrees with the STARTUP ODISHA to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, \_\_\_\_\_  
\_\_\_\_\_ to the  
CLIENT (STARTUP ODISHA) \_\_\_\_\_ in the presence of:

Signature of Tenderer (with seal)

Witness (Signature, Name & Address):

1).

2).

Signature of Authorized representative  
of the Client/STARTUP ODISHA Accepting Authority.

Witness ( Signature, Name & Address ):

1).

2).

INDEMNITY BOND

**Annexure C-II**

(ON A STAMP PAPER of Rs.100/-)

We, ....., having a registered office at....., have entered into a contract with STARTUP ODISHA having registered office at Odisha Startup Incubation Centre, Special Economic Zone, Chandaka Industrial Estate, Bhubaneswar 751024, vide contract no. .... and dated....., to hiring of Chartered accountant services for STARTUP ODISHA).

We do hereby indemnify and keep harmless, STARTUP ODISHA, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, STARTUP ODISHA against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer: \_\_\_\_\_

Address of the Tenderer: \_\_\_\_\_

Seal of the Company/Firm: \_\_\_\_\_

Telephone No/ Mobile No.: \_\_\_\_\_